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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th November, 2025

No. 559297-HII(2)-2025/17375.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment?s Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **49/2021** dated **13.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JAI KARAN S/O SH. BRIJ LAL, R/O HOUSE NO. 32B, SMALL FLATS, HOUSING BOARD COMPLEX, PART - 2, MAULI JAGRAN, CHANDIGARH. (WORKMAN)

AND

M/S VISHAWKARMA WOODEN & STEEL INDUSTRIES, THROUGH ITS PROPRIETOR / OCCUPIER AND MANAGER, PLOT NO. 182/52, INDUSTRIAL AREA, PHASE - 1, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Jai Karan has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called "ID Act?).*

2. Briefly stated, on 01.01.1987 the workman was appointed by the management as Mistry with various benefits and commitments. Last drawn wages of the workman were ` 9,000/- per month. The management had issued ESI card to the workman only during his services. The management had not issued appointment letter, attendance card, wages slip, designation letter, leave card, identity card and designation letter etc. to the workman. Attendance was marked in exercise note book. The management paywages after obtaining his signature on blank voucher and blank paper any without date. On 06.10.2019, the workman was doing his duty and he was directed by the management to carry iron wires from Plot No.182/76 and drop it in Plot No.181/35. The *Rehari* (carrier vehicle) got disbalanced due to heavy load and iron wires fell on the workman. Shri Jatinder and Ajay immediately took the workman in cab car and rushed to GMCH, Sector 32, Chandigarh. Due to critical case, after five days the workman was referred to PGI, Chandigarh for his

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surgery in head. All the expenses were incurred by the family members and relatives of the workman. After recovery the workman reported for duty on 02.01.2020 but the management terminated the services of the workman without giving any prior notice and conducting any inquiry. Job of the workman exists and juniors to the workman are still retained in service. The management has violated Section 25F, 25G, 25H & other provisions of the ID Act. The workman is totally unemployed after his termination. A prayer is made that the workman may be reinstated with continuity of service with full back wages and all other applicable consequential benefits.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the demand notice, order of reference and statement of claim are not maintainable. The workman was never in the employment of the answering management. The workman was self-employed person plying a rehri-rickshaw in the vicinity of establishment of the management where a lot of other industries are also situated. He was transporting material of various industries as per availability of work. He has mischievously filed the present case against the answering management just to extract money from it. The respondent-management is a petty establishment employing one or two persons depending upon workload and the workman was never employed by it on its rolls. All the averments made in claim statement were denied and a prayer was made for dismissal of the claim of the workman.

4. The workman filed replication to the written statement wherein he reiterated the contents of the application and opposed the averments made by the management in its written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 24.11.2022 :-

1. Whether the termination of the workman is illegal ?OPW

2. If issue No.1 is proved in affirmative, whether the workman is entitled for reinstatement with continuity of service, full back wages and all consequential benefits, as prayed for ?OPW

3. Whether there is a relationship of employee and employer between the workman and the management ?OPW

4. Whether the order of reference and statement of claim is not maintainable ? OPM

5. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman Jai Karan himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Original certificate dated 01.08.2011 issued by the management on its letter pad	**Exhibit 'W1'**
Copy of attendance-cum-wages register for the month of February, 1996; February, 2004; March, 2006 and April, 2008	**Mark 'A' to Mark 'D'**
Copy of mutual compromise dated 06.05.2009 bearing signature of the workman as one of the witnesses	**Mark 'E'**
Photocopy of diary for the period from 02.02.2001 to 08.09.2005	**Mark 'F'**

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Photocopy of another diary for the period from 01.04.2018 to 10.10.2019	**Mark 'G'**

8. The workman also examined his sons Ajay Kumar and Jitender Kumar as AW2 and AW2 respectively. Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

9. In evidence of the management, Lavish Singh - Manager of the management appeared as MW1 and tendered his affidavit Exhibit 'MW1/A'.

10. During the pendency of the present industrial dispute, the parties settled their dispute amicably.

11. On 29.07.2025 Learned Representative for the management made the statement, which was recorded separately and runs as under :-

"Stated that the management is ready to settle the matter amicably with the workman. The case under Workman Compensation Act is pending before the Assistant Labour Commissioner, U.T. Chandigarh besides the present Industrial Dispute Reference. The management is ready to pay an amount of ` 2,20,200/- to the workman as full and final settlement. The management is ready to pay an amount of ` 1,00,000/- in cash today and the balance amount will be paid in the first week of the September. Both theparties shall have no claim or dispute against each other after the payment of full and final amount of ` 2,20,000/-."

12. The workman also made the statement, which was recorded separately and runs as under:-

"Stated that, I am ready to settle the matter with the management. I have heard the aforesaid statement of Shri A. K. Bakshi, Representative for the management and agree with the same. I am ready to accept the amount of ` 2,20,000/-as full and final settlement. I shall withdraw the matter pending before the Assistant Labour Commissioner, U.T. Chandigarh on the next date of hearing. I have received the amount of ` 1,00,000/- in cash today as part payment. I shall remain bound by my statement and shall not raise any claim or dispute against the management after receipt of full and final payment."

13. On 05.09.2025, the workman made the statement, which was recorded separately and runs as under :-

"Stated that, I have received the balance amount of ` 1,20,000/- as full and final settlement in cash from the management today in the Court in terms of compromise effect on 29.07.2025. I have already withdrawn the application which is pending before A.L.C.-cum-Commissioner under Employees Compensation Act, U.T. Chandigarh. My entire claim has been settled now and the present reference may be disposed off accordingly."

14. Case taken up in National Lok Adalat. In view of the aforesaid statements of the parties, the industrial dispute in hand stands disposed off as settled by way of compromise. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 13th September, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th November, 2025

No. 559303-HII(2)-2025/17365.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment?s Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **77/2023** dated **28.08.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MOHAN LAL S/O RATTU RAM R/O H. NO. 2784, JANTA COLONY, SECTOR 25, CHANDIGARH. (WORKMAN)

AND

1. PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH THROUGH ITS VICE CHANCELLOR.

2. REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Mohan Lal has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the applicant-workman was appointed as Mali on temporary / contract / adhoc basis in the year 2000 by Panjab University for a fixed period of three months and thereafter he was given sanction letters / extensions after every three months. His services were terminated in the year 2003 without any reason. Juniors to him are still working and the same is clear violation of the ID Act as well as the principles of natural justice. It is submitted that applicant along with other persons approached the Hon'ble High Court by way of CWP No.3343 of 2003 titled as "Mohan Lal Versus Panjab University & Other" wherein notice of motion was issued and notice regarding stay was also issued. The respondents on coming to know about the said writ petition dismissed the applicant from the services and has not reinstated him despite assurance given by the office. No show cause notice was ever issued to the applicant. After his illegal termination, the University employed another set of temporary / adhoc employees in his place. Further, the applicant is facing great financial hardship due his illegal termination. The applicant along with other similarly situated persons approached the Hon'ble High Court for regularisation of his services vide CWPs No.266 & 8388 of 2003. The aforesaid CWPs were disposed off vide common order dated 02.08.2004 whereby the Hon'ble High Court directed that the respondents shall formulate a regularisation policy of the employees who were employed either on adhoc / contract basis for long period of time after taking into consideration similar policies which have already been framed by the State of Punjab and Haryana and shall consider the cases of the petitioners in accordance, within the period of six month from the date of order. The respondents were directed to remove the petitioners from service only to make a way for other contractual / adhoc employees. The petitioners shall only be disengaged in case of selection and appointments are made on regular basis. The respondents were granted liberty to dispense with the services of the petitioners either under the ID Act or after following due procedure in case of misconduct. The Panjab University challenged the order dated 02.08.2004 by way of filing of SLP. The leave was granted on 24.07.2009 in SLP and Civil Appeal was dismissed by the Hon'ble Supreme Court on 14.05.2015 for non-prosecution.

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3. The applicant submitted that the services of the applicant were not regularised and the applicant filed CWP No.7851 of 2016 which was dismissed on 15.11.2016 holding that there was delay and latches. Thereafter, the applicant filed the LPA No.924 of 2017 against the order dated 15.11.2016 and the same was withdrawn with a liberty to file Contempt of Court proceedings and other proceedings for implementation of order dated 02.08.2004 passed in CWP No.388 of 2003 titled "Om Wati & Others Versus Panjab University & Others".

4. The applicant filed COCP No.2201 of 2017 and No.2202 of 2017and the Vice Chancellor, Panjab University placed on record an affidavit to the effect that the policy has been framed on 05.03.2001 regarding regularisation of Class 'B' &'C' employees and thereafter again on 18.07.2014 policy of the class employees was framed. The COCP was rendered infructuous, however, liberty was granted to avail the alternative remedy.

5. The applicant submitted that his services were terminated on 02.09.2015. It is submitted that the applicant filed demand notice on 28.06.2023 before the Assistant Labour Commissioner-cum-Conciliation Officer but no amicable settlement was possible and the demand notice remained unsettled. It is stated that the applicant had worked with respondents for more than 240 days in a calendar year and his services were illegally terminated without any notice, charge sheet and compensation as well as without compliance of Section 25F of the ID Act. It is submitted that the applicant is not gainfully employed since his termination. It is prayed that the applicant may be reinstated along with back wages and the order of termination may be set aside being illegal, arbitrary and against the principles of natural justice.

6. The respondent No.1 & 2 filed reply to the claim statement submitting that Class 'C' workers engaged on daily wage basis approached the Hon'ble High Court of Punjab & Haryana by filing COCP No.3343 of 2003, 8388 of 2003 and 10858 of 2003 respectively, jointly-individually for regularisation of their services as they have put their services on contract basis for more than three to five years at that time. The Hon'ble High Court vide order dated 02.08.2004 disposed off the said writ petitions by passing following orders :-

> *"....That the respondents shall formulate a regularization policy of the employees who have been employed either on adhoc/contract basis for a long period of time after taking into consideration similar policies which have been framed by the State of Punjab & Haryana and shall consider the cases of the petitioners in accordance with the same within a period of six months from today. The respondents are directed not to remove the petitioners from the service to make way for other contractual/adhoc employees. The petitioners shall only be disengaged in case of selection and appointments are made on regular basis. The respondents are, however at liberty to dispense with the service of the petitioners either under the Industrial Disputes Act 1947 or after following due procedure in case of misconduct."*

Thereafter, the University filed SLP No.26150-26162 in the Hon'ble Supreme Court against the decision of the Hon'ble High Court of Punjab & Haryana in the matter of making policy for regularisation and on 05.01.2005 the Hon'ble Supreme Court issued notice and ordered interim stay. Thereafter, on 24.07.2009 the Hon'ble Supreme Court granted leave and ordered that in the meantime, interim order to continue till further orders. It is submitted that Senate of the Panjab University on the recommendation of the Board of Finance and Syndicate, at its meeting held on 26.03.2006 vide para 6, approved the policy for regularisation of daily wage workers i.e. employees who were working on temporary / daily wage / contract basis in the Panjab University and in that regard, circular was issued vide No.5610-5657/Estt. Dated 19.04.2006. One Mrs. Gayatri Thakur D/o Sh. Narpal Singh Thakur and another Mrs. Nirmla Devi D/o Sh. Roshan Lal had filed a

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CWP No.8049 of 2006 in the Hon'ble High Court of Punjab & Haryana against Panjab University and the Hon?ble High Court issued notice of motion for 28.09.2006 and stayed the operation of circular dated 19.04.2006. The University filed CWP No.8049 of 2006 in the Hon'ble High Court of Punjab & Haryana wherein following interim order was passed :-

> *"Learned counsel for the petitioners submits that the policy dated 19.04.2001 framed by the University for regularization of the employees who were working on temporary/daily wage/contract basis with the respondent University is ultra virus of Articles 14/16 of the constitution of India. In support of his submission, the learned counsel relies on the judgments of the Supreme Court in the case of Secretary, State of Karnataka & others versus Uma Devi & Others, JT 2006(4) SC 420.*
>
> *Notice of motion for 28.09.2006 Operation of the circular dated 19.04.2006 (Annexure P-5) is stayed."*

On the recommendations of the Committee and approved by the Vice-Chancellor, the posts of Class 'B' & 'C' were advertised vide Advt. No.14/2008 and some DW-Employees of Class 'C' were selected as Peon, Helper, Mali, Cleaner in Panjab University after following proper procedure as Advt. No.14/2008. The University in the light of Para 53 of decision of the Hon'ble Supreme Court in the case ***State of Karnataka Versus Uma Devi, 2006(4) SCC 1*** regularised the services of employees against the sanctioned / budgetary posts as approved by the Syndicate in its meeting held on 05.03.2011 on the conditions that -

(1) i) Those temporary employees who have -

Either completed 10 years or more of service prior to going to the Court.

OR

Not gone to the Court and above have completed 10 years or more of service on or before 31.12.2010, subject to submission of an affidavit that they have not gone to Court at any stage and their services of more than 10 years is without the intervention of Court.

ii) In counting 10 years of services, there are no breaks in service other than mandatory breaks or inevitable breaks/notional breaks.

(2) the Class 'C' employees working on temporary / daily wage / contract basis in the Panjab University, who also fulfilled the above (i) and (ii) conditions, but have not been include in this list, be also considered for appointment.

7. It is submitted that the University has framed the policy in the year 2011 for regularisation of Class 'B' & 'C' DW employees which was circulated vide No.5021-5170/Estt. Dated 14.03.2011 and the Syndicate in its meeting held on 18.05.2014 has approved the recommendations of the Committee. In order to calculate the number of days the Registrar has approved that -

(i) 3650 days service on or before 31.12.2010 whatever may be the gap period in service in a year. But, if the gap period is of a year or more, that period is not to be taken into consideration for counting 3650 days.

(ii) While computing 240 days in a calendar year for consecutive 10 years non-working days such as Sundays and holidays etc. are to be counted towards, a total of 240 days. For example: a candidate who was worked for 24 days in a month and availed Sunday/holidays etc. is to be considered worked for 30 / 31 days.

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In pursuance to the circular No.14881-15091/Estt. Dated 18.07.2014, the DW workers working in Panjab University submitted their claim in the prescribed performa and number of DW employees whose services had been regularised. The respondent University had sent the requisite letter vide No.16476-80/Estt. Dated 29.07.2015 to all the applicants for regularisation of their services and the number of days submitted by the applicants were duly verified by the Concerned Head of the Department.The case of the workman was considered for regularisation but he could not stand eligible for regularisation. It is submitted that the case of the workman was not covered under the policy formed by the Panjab University for regularisation of the DW employees. The University had adopted the proper procedure to disengage him as per the directions of the Hon'ble High Court vide order dated 02.08.2004 as well as under the ID Act. Denying the remaining averments, a prayer was made for dismissal of the claim statement.

8. The applicant-workman filed replication to the written statement wherein he denied averments of written statement and further submitted that after 04.03.2003, the University did not allow the applicant-workman to do his work so that the applicant did not full the requirement of the policy. It is reiterated that the services of the applicant-workman were forcibly terminated by the management without conducting any inquiry and termination notice.

9. From the pleadings of the parties, following issues were framed vide order dated18.09.2024:-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to, if any ? OPW

2. Relief.

10. Thereafter, both the parties were called upon to lead their respective evidence.

11. In evidence of the workman, the applicant-workman himself appeared as AW1 and tendered his affidavit **Exhibit 'AW1/A'.** He also tendered into evidence copies of documents -

Order dated 02.08.2004 passed by Hon'ble High Court in CWP No.8388 of 2003	**Exhibit 'W1'**
Order dated 14.05.2015 passed by Hon'ble Supreme Court of India in Civil Appeal No.4833-4845 of 2009	**Exhibit 'W2'**
Order dated 30.05.2017 passed by Hon'ble High Court in LPA No.924 of 2017	**Exhibit 'W3'**
Order dated 01.03.2023 passed by Hon'ble High Court in COCP-2200-2017	**Exhibit 'W4'**
Letter bearing Endst No.16476-80 dated 29.07.2015 issued by Assistant Registrar, Panjab University to workman	**Exhibit 'W5'**
Reply dated 30.08.2024 filed by Director-cum-PIO, Panjab University, Chandigarh under Right to Information Act, 2005	**Exhibit 'W6'**
Application form dated 25.10.2008 for the post of Mali	**Exhibit 'W7'**
Office order bearing Endst. No.2728-2747/Estt. dated 15.03.2024 of Panjab University, Chandigarh	**Exhibit 'W8'**

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Office order bearing Endst. No.9209-9289/Estt. dated 21.08.2024 of Panjab University, Chandigarh	**Exhibit 'W9'**
Order dated 02.09.2015 of Panjab University relating to the matter whereby 9 persons Smt. Prem Lata & Ors. filed their application requesting for regularisation of their services	**Exhibit 'W10'**
Attendance record of daily wagers employee	**Mark 'A' (colly)**

Thereafter, Learned Representative for the applicant-workman closed the evidence on behalf of the workman in affirmative.

12. In evidence of the management, Harish Kumar - Senior Assistant, Department of Youth Welfare, Panjab University, Chandigarh appeared as MW1 and tendered his affidavit **Exhibit 'MW1/A'** along with documents -

Copy of detailed instruction for Class 'B' &Class 'C' Posts advertised vide Advertisement No.14/2008	**Exhibit 'M1' (Colly.)**
Copy of call letter dated 30.06.2011 along with notice and list of candidates	**Exhibit 'M2'**
Copy of mark list of the candidates appearing for the practical test	**Exhibit 'M3'**
Copy of selection committee proceedings and final merit list of the selected candidates and wait listed candidates along with list of all the candidates who appeared for interview	**Exhibit 'M4'**
Authority letter dated 21.03.2025 issued in his favour by Director Youth Welfare	**Exhibit 'M5'**

Thereafter, the Learned Representative for the management No.1 & 2 closed the evidence on behalf of the management.

13. I have heard the arguments of Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1-

14. The workman is required to prove this issue.

15. Learned Representative for the workman submitted that the workman was appointed by the respondent-management as Mali in the year 2000 for a fixed tenure of three months and thereafter he was given extensions every three months and his services were terminated illegally by the respondent-management in the year 2003 without any reason. He submitted that juniors to the workman are still in employment of the management. The respondent-University did not allow the workman to do his duty after 04.03.2003. He argued that the services of the workman were terminated forcibly by the respondent-University without any inquiry and termination notice.

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16. On the other hand, Learned Representative for the respondent-management submitted that the applicant-workman was appointed against leave vacancy. His services were never terminated by the respondent-University. The University had framed the policy of regularisation and regular posts were advertised and the selected persons were allowed to join. The workman was also given a chance to participate in the selection process in an unbiased manner. The workman never turned up after 2003 to join his services. He never approached the Registrar, Panjab University in that regard and as such, he is not entitled to any relief.

17. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

18. The workman Mohan Lal himself appeared as AW1 and vide his affidavit Exhibit 'AW1/A' deposed in consonance with the facts detailed in the statement of claim. He deposed that he was appointed as Mali on temporary / contract /adhoc basis on 01.05.2000 by Panjab University for a fixed period of three months. Thereafter, he was given extensions after every three months. He deposed that his services were neither terminated nor he was allowed to do his work and his juniors are still working. Further, the reasons for not allowing him to work / termination remained unknown to him. He deposed that he approached the Hon'ble High Court along with other similarly situated persons by way of CWP No.266 and 8388 of 2003 and the same was disposed off vide order dated 02.08.2004. The said order was challenged by the Panjab University but the Appeal was dismissed by the Hon'ble Apex Court for non-prosecution on 14.05.2015. He deposed that the CWP No.7851 of 2016 was also filed to regularise the services and the same was dismissed by the Single Bench on 15.11.2016 holding that there was delay & latches and thereafter LPA No.924 of 2017 against order dated 15.11.2016 was filed and the same was dismissed as withdrawn with liberty to file contempt proceedings and other proceedings to implement the order dated 02.08.2004 passed in CWP No.388 of 2003 "Om Wati & Others Versus Panjab University & Others". He deposed that the COCP No.2201 & 2202 of 2017 was filed but the Vice-Chancellor placed on record the affidavit that the policy has been framed on 05.03.2001 regarding regularisation of Class 'B' & 'C' employees and thereafter, again on 18.07.2014 policy of Class Employees was framed. He deposed that COCPwas rendered infructuous and the liberty was granted to avail the alternative remedy in accordance with law. He submitted that on 28.06.2003, he filed the demand notice before the Assistant Labour Commissioner but no settlement was arrived at. He worked with the management for more than 240 days in a calendar year for the purpose of the ID Act. The services of the workman were terminated without any notice, charge sheet and payment of retrenchment compensation. The respondent-University acted in violation of Section 25F of the ID Act. He further stated that he is not gainfully employed and he had worked in the University from 01.05.2000 to 04.03.2003.

19. On the other hand, MW1 Harish Kumar - Senior Assistant deposed that as per record, the workman had joined the Department of Youth Welfare against leave vacancy on 01.01.2001 and he worked continuously up to 04.03.2003. The Panjab University has advertised 44 posts of Malies vide advertisement No.14/2008 and the workman applied against the said advertisement and he was called to appear for practical test against serial No.366 and he appeared and scored 43 marks. He was also called for interview and he appeared before the Selection Committee and scored 25 marks in final merit list. The workman was also given an opportunity to file his claim for regularisation as per Panjab University Regularisation Policy vide letter No.16476-80/Estt. dated 29.07.2015. The workman filed his claim. He had worked for 784 days total.The total numbers of days required as per policy was 3650 days on or before 31.12.2010 in the consecutive 10 years.He neither qualified as per Panjab University Regularisation Policy for regularisation nor cleared interview against advertisement No.14/2008 for appointment against the post of Mali.

20. Admittedly, the workman was appointed as Mali by the Panjab University on temporary / contract / adhoc basis. He was appointed against leave vacancy. The applicant-workman has submitted that he was appointed on 01.05.2000 whereas the respondent-management has stated that he was appointed on 01.01.2001. The applicant-workman during his cross-examination denied the knowledge about the date of his

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joining but he admitted that he was engaged against leave vacancy. MW1 in his examination-in-chief testified that the workman joined the Department of Youth Welfareagainst leave vacancy on 01.01.2001. As per record, the workman moved an application seeking production of documents and the management filed copies of documents as detailed in the index. The management produced on record the salary statement Exhibit 'MB' relating to the workman Mohan Lal showing the payment of salary w.e.f. June, 2000. MW1 Harish Kumar during his cross-examination stated that he has seen the salary statement Exhibit 'MB' of Mohan Lal showing the payment of salary w.e.f. June, 2000 to December, 2000 and w.e.f. January, 2001 to December, 2001. The salary statement produced on record by the management, showing payment of salary to the workman Mohan Lal w.e.f. June, 2000, establishes that Mohan Lal was on the rolls of the respondent-University since June, 2000.

21. It is the case of the workman that he had worked with the respondent-University till 04.03.2003. During his cross-examination he specifically stated that he was relieved from the duty in the year 2003. MW1 has also admitted that the workman continued up to 04.03.2003. The Learned Representative for the workman submitted that the respondent-University did not allow the workman to do his duty after 04.03.2003. Onus to prove that the workman was not allowed by the University to do his work after 04.03.2003 laid heavily upon the workman. However, there is no document on record to establish that the workman has expressed his willingness to work with the University after 04.03.2003 and the University had not allowed him to continue with the work.

22. Learned Representative for the workman submitted that the workman had worked with the respondent-management for more than 240 days in a calendar year. The respondent-management has placed on record the attendance register for the month of January, 2001 to March, 2003 Exhibit 'M6'. MW1 had deposed that prior to the year 2001, record was destroyed due to termite. He admitted that the workman was in continuous service as per attendance register and he had not taken any leave on any working day other than Sunday. Admittedly, the workman had remained in service of the respondent-University till 04.03.2003 and the testimony of MW1 clearly establishes that the workman has been in continuous service preceding his date of relieving i.e. 04.03.2003.

23. Learned Representative for the respondent-management submitted that the Panjab University has advertised 44 post of Malies vide advertisement No.14/2008 and the workman applied for the said post. He submitted that the detailed instructions for Class 'B' & 'C' posts advertised vide advertisement No.14/2008 is Exhibit 'M1'. The workman has himself tendered in evidence the application form dated 25.10.2008 for the post of Mali / Exhibit 'W7'. The workman in the said application form mentioned that he joined the Panjab University Youth Welfare Department on 01.06.2000 and he worked up to 28.02.2003 on the post of Mali on contract basis with the basic pay of ` 2,520/-. He has mentioned his total number of days w.e.f. 2000 to 2003 as 861 days. It is the case of the respondent-University that the workman had appeared for practical test against serial No.366 and had obtained 43 marks in practical (Exhibit 'M3'). The workman also appeared in interview and had obtained 25 Marks in total in final merit list (Exhibit 'W4'). The aforesaid facts make crystal clear that the workman was given every opportunity to appear in the test for the post of Mali, which was advertised by the respondent-University. The workman participated in the selection process as is revealed from the documents Exhibit 'M3' & 'M4' but he was unable to make up in the final merit list.

24. It is the case of the respondent-university that the workman was also given an opportunity to file his claim for regularisation as per Panjab University Regularisation Policy vide letter No.16476-80/Estt. Dated 29.07.2015. The workman had filed his claim. Since he had worked for 784 days in total and as such, he did not qualify for regularisation as per approved policy, which requires 3650 days on or before 31.12.2010 in the consecutive ten years. The workman in his application form Exhibit 'W7' has himself mentioned number of days put in by him w.e.f. 2000 to 2003, as 861 days and as such, he failed to fall within the purview of regularisation policy.

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25. Learned Representative for the workman submitted that the workman was not allowed to perform his duties after 04.03.2003. He was not issued any notice, charge sheet and no retrenchment compensation has been paid to him and as such, the respondent-University has failed to comply with Section 25F of the ID Act.

26. It is not disputed that the workman had worked with the respondent-University till 04.03.2003 and that too against leave vacancy. Further, at the same time respondent-University admitted that the workman was in continuous service as per the attendance register for the month of January, 2001 to March, 2003 (Exhibit 'M6'). The workman had worked with the management for more than 240 days in a calendar year immediately preceding the date of his relieving. MW1 had admitted during his cross-examination that the workman was not paid any retrenchment compensation.

27. Section 25F of the ID Act embodies conditions precedent to retrenchment of compensation to the effect that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workman has been given one month?s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice. Further the workman has been paid, at the time of retrenchment compensation, which shall be equivalent to fifteen days? average pay for every completed years of continuous service.

28. In case in hand, the workman was appointed against leave vacancy and thereafter he had applied in the selection process against regular posts advertised by respondent-University. The respondent-University has also considered his claim for regularisation but he did not qualify for regularisation as per approved policy as was not able to fulfil the requisite condition under the Regularisation Policy and therefore, the workman cannot be granted the relief of reinstatement. However, at the same time he had worked for the respondent-University w.e.f. June, 2000 to 04.03.2003 and admittedly, no notice pay or retrenchment compensation has been paid to him and therefore, the workman is entitled for the same. Keeping in view the length of service and last pay drawn by the workman he is entitled to retrenchment compensation to the tune of ` 7,000/-. Hence, this issue stands decided accordingly.

Relief -

29. In the view of aforesaid findings, the industrial dispute in hand stands allowed partly. The workman is held entitled for compensation to the tune of `7,000/- from the respondent-University and the respondent-University is directed to comply with the Award within a period of three months from the date of publication of the same in Government Gazette failing which it shall be liable to pay interest at the rate of 8% per annum on the abovesaid amount from the date of the said Award till its actual realisation. Appropriate Government be informed accordingly. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the records.

(Sd.) . . .,

Dated : The 28th August, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th November, 2025

No. 559301-HII(2)-2025/17371.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment?s Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **2/2024** dated **05.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

BALKAR SINGH S/O SH. KISHAN SINGH R/O H. NO. 46, WARD NO. 9, MOHALLA GHUMIRARA, BANUR, DISTRICT SAS NAGAR. (WORKMAN)

AND

1. M/S DAKSH DETECTIVE SECURITIES PVT. LTD, S.C.O. NO. 38-39 (BASEMENT), SECTOR 17-A, CHANDIGARH
2. CMS CURRENCY CHEST, SCO NO. 68, SECTOR 47-D, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Balkar Singh has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the applicant-workman was working as Security Guard with Arm (Gunman) in the premises of respondent-management No.2 i.e. CMS Currency Chest since 01.01.2022 and his services were lent by management No.1 i.e. M/s Daksh Detective Securities Pvt. Ltd. to management No.2. Last drawn wages of the workman were `13,000/- per month. The respondent-management took the signature of the applicant-workman on resignation letter by saying that they will not pay his pending salary until he signed the resignation letter dated 22.02.2023. The respondent-management No.2 entered into illegal, void and shameful agreement with the Contractor knowing well that the post on which the applicant-workman is working, is of perennial nature and regular one. No permission was obtained from the Labour Department under the Contract Labour (Regulation & Abolition) Act for engaging the contractor and even the management No.1 is not registered under the said Act. The applicant-workman was working under the direct control & supervision of the principal employer and management No.2 has only engaged the contractor to deprive the applicant-workman statutory benefits of leave, bonus, gratuity and other long termbenefits and equal pay being paid to the regular workers. No appointment letter, wage slip etc. was issued. No register of adult worker, earned leave, casual leave, sick & national holidays & festival holidays, attendance & wages registers, payment of bonus register, over time register etc. was maintained in respect of employment except EPF, ESI register. Besides above, the management was not paying the minimum wages notified for Security Guard with Arm as per Minimum Wages Notification by the Central Government from time to time. Moreover, the management has not deposited the employee & employer share contribution under the ESI scheme and EPFscheme for the last more than one year. The

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applicant-workman performed his duties with dedications and there is no complaint about his work from his superiors. The applicant-workman was denied resumption of his duties on 22.02.2023 on behest of management No.2. He had worked more than 240 days continuously with the management. No show cause notice, charge sheet was issued and no inquiry was held while terminating the services of the workman. Termination of the workman is in violation of provisions of Section 25F, 25G & 25H of the ID Act. The workman is unemployed. A prayer is made that the workman may be reinstated with continuity of service and full back wages.

3. The management contested the case of the workman and filed written statement that claim statement is not maintainable under the ID Act. The applicant-workman has suppressed the true & material facts. The claimant-workman had worked during the period 01.01.2022 to 22.02.2023. The claimant-workman at his own will left the services of the answering management and has abandoned the services of the answering management. The claimant-workman has claimed bonus, which can only be adjudicated under Section 10(4) of the ID Act. All the averments made in claim statement are denied and prayer is made for dismissal of the claim statement.

4. The case remains pending for service of management No.2 for want of correct address till 05.09.2025.Today i.e. on 05.09.2025,Learned Representative for the workman made the statement, which runs as under :-

> *"That the workman is not in my contact, I have tried my best but could not find the whereabouts of the workman. The reference may kindly be decided accordingly."*

In view of the above statement of Learned Representative for the workman, the present industrial dispute in hand stands disposed off for want of prosecution. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 5th September, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

Secretary Labour,
Chandigarh Administration.

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 7th November, 2025

No. 199 Rule Cell.—Hon'ble the Chief Justice and Judges are pleased to make the amendments in the Judicial Courts Premises and Compound Fund Rules, 2013 (applicable to the State of Punjab); Judicial Court Premises and Compound Funds Rules, 2023 (applicable to the State of Haryana) and Judicial Court Premises and Compound Funds Rules, 2023 (applicable to U.T. Chandigarh) in the following manner :-

1. Title of Judicial Courts Premises and Compound Fund Rules, 2013 (applicable to the State of Punjab); Judicial Court Premises and Compound Funds Rules, 2023 (applicable to the State of Haryana) and Judicial Court Premises and Compound Funds Rules, 2023 (applicable to U.T. Chandigarh) and Rule 1(i) is amended as "Punjab Judicial Courts Premises and Compound Fund Rules, 2013"; "Haryana Judicial Courts Premises and Compound Fund Rules, 2023" and "Union Territory Chandigarh Judicial Courts Premises and Compound Fund Rules, 2023" respectively.

2. Rule 7(1)(c) of the "Punjab Judicial Courts Premises and Compound Fund Rules, 2013; "Haryana Judicial Courts Premises and Compound Fund Rules, 2023" and "Union Territory Chandigarh Judicial Courts Premises and Compound Fund Rules, 2023" is substituted as under:-

"7(1)(c). The upkeep and furnishing of Judicial Guest House, Court rooms and adjoining chambers."

BY ORDER OF HON'BLE THE CHIEF JUSTICE AND JUDGES

(Sd.) . .,

(SMRITI DHIR)
Registrar(Rules)
For Registrar General

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 7th November, 2025

No. LD-2025/16076.—In exercise of the powers conferred by Section 9 of the Legal Services Authorities Act, 1987 (Central Act 39 of 1987) read with Rule 13 of the Chandigarh Legal Services Authorities Rules, 1997, the Administrator, Union Territory, Chandigarh, in consultation with the Chief Justice of the High Court of Punjab and Haryana at Chandigarh hereby reconstitute the District Legal Services Authority for the Union Territory of Chandigarh consisting of the following members to exercise the powers and perform the functions conferred on or assigned to it under the said Act :-

Ex-officio Members :-

1	District and Session Judge, Chandigarh	..	Chairman
2	Deputy Commissioner, Chandigarh	..	Member
3	Additional District and Session Judge-I, Chandigarh	..	Member
4	Senior Superintendent of Police, U.T., Chandigarh	..	Member
5	Chief Judicial Magistrate-Cum-Secretary DLSA, U.T., Chandigarh	..	Member
6	District Attorney, U.T., Chandigarh	..	Member
7	Public Relation Officer, U.T., Chandigarh	..	Member
8	President, District Bar Association, Chandigarh	..	Member
9	Assistant District Attorney dealing with Legal Aid Programmes at District Head Quarters	..	Member

Nominated Members :-

10	Ms. Suparana Sachdev, Honorary Secretary, Society For the Care of the Blind, Sector 26, Chandigarh	..	Member
11	Ms. Parveena John Singh, Principal, Mount Carmel School, Sector 47B, Chandigarh	..	Member
12	Father Reji Tom Antony SDB, Director Don Bosco, Navjeevan Soceity, Sector 24-B, Chandigarh	..	Member

The term of office of the nominated members from Serial No.10 to 12 shall be two years from the date of gazette notification. The other term and conditions will be as per the provision of the Chandigarh Legal Services Authorities Rules, 1997.

(By order and in the name of the Administrator
Union Territory, Chandigarh)

Chandigarh, dated
The 6th November, 2025

MANDIP SINGH BRAR, IAS
Home-Cum-Law Secretary
Chandigarh Administration

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 7th November, 2025

No. LD-2025/ 16080.—In exercise of the powers conferred by Section 6 of the Legal Services Authorities Act, 1987 (Central Act 39 of 1987) read with Rule 3 of the Chandigarh Legal Services Authorities Rules, 1997, the Administrator, Union Territory, Chandigarh, hereby reconstitutes the Legal Services Authority for the Union Territory, Chandigarh, consisting of the following official and non official members to exercise the powers and perform the functions conferred on, or assigned to it under the said Act :-

State Legal Service Authority :

1.	Hon'ble the Chief Justice of the High Court of Punjab & Haryana	..	Patron-in Chief
2.	Hon'ble Mr. Justice Deepak Sibal	..	Executive Chairperson

Ex-Officio Members

3.	Hon'ble Mr. Justice Anupinder Singh Grewal, Executive Chairperson, High Court Legal Services Committee		
4.	Home Secretary Chandigarh Administration		
5.	Finance Secretary Chandigarh Administration		
6.	Legal Remembrancer-cum-Director of Prosecution Chandigarh Administration.		
7.	Director Public Relations Union Territory, Chandigarh		
8.	Director Social Welfare, Union Territory, Chandigarh		
9.	Director General of Police Union Territory, Chandigarh.		
10.	President, Punjab & Haryana High Court, Bar Association		
11.	Smt. Sampreet Kaur, Addl. District & Sessions Judge (Haryana)	..	Member Secretary

Nominated Members

12.	District & Sessions Judge-cum- Chairman, District Legal Services Authority, U.T., Chandigarh	..	Member
13.	Head of Law Department, Punjab University, Chandigarh	..	Member
14	Dr. Monica M. Singh, # 206, Sector 11-A, Chandigarh, working as Professor and Ex-Chairperson at the Centre for Social Work, Panjab University, Chandigarh	..	Member

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15.	Ms. Devi Sirohi nee Verma, Ph.D., Professor (Retd.), History, Panjab University, Chandigarh.	..	Member
16.	Mr. Pramod Sharma, Founder Yuvsatta (NGO) # 3362, Sector 35-D, Chandigarh.	..	Member
17.	Ms Namita Gupta, Associate Professor and Former Chairperson, Centre for Human Rights and Duties, Sector 14, Panjab University, Chandigarh.	..	Member
18.	Dr. Madhurima Verma, Professor in Sociology, CDOE, Panjab University, Chandigarh.	..	Member

The term of office of the nominated members from serial No.12 to 18 shall be two years from the date of gazette notification. The other term and conditions will be as per the provisions of the Chandigarh Legal Services Authorities Rules, 1997.

(By order and in the name of the Administrator
Union Territory, Chandigarh)

Chandigarh, dated
The 6th November, 2025

MANDIP SINGH BRAR, IAS
Secretary Law,
Chandigarh Administration

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 7th November, 2025

No. 200 Rule Cell/V.Z.27.—Hon'ble the Chief Justice has been pleased to amend the "Scheme regarding appointment of Law Researchers in the Punjab and Haryana High Court" w.e.f. 01.11.2025 in the following manner :-

(I) In Clause 4, the figure of 'Rs. **55,000/-'** appearing after the words **'honorarium of'** and before the words, **'He/She shall',** is substituted with the figure 'Rs. **80,000/-'.**

(II) In Appendix 'A', the figure of 'Rs. **55,000/-'** appearing after the words **'honorarium of'** and before the words, **'per month initially'** is substituted with the figure 'Rs. **80,000/-'.**

After Substitution Clause 4 is read as under :-

4. <u>Remuneration</u>

A Law Researcher shall be paid a fixed monthly honorarium of Rs. 80,000/-. He/She shall not be entitled any other allowance or perks.

BY ORDER OF HON'BLE THE CHIEF JUSTICE AND JUDGES

(Sd.) . .,

(SMRITI DHIR)
Registrar(Rules)
For Registrar General

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CHANGE OF NAME

I, Taru D/o Vikas Grover R/o H. No. 2203, Sector 45-C, Chandigarh, has changed my name from Taru to Taru Grover.

[1878-1]

I, Safik Ahmad S/o Late Mohd Sadik R/o House No. 2308, Indira Colony Complex, Mani Majra, Chandigarh. That I have changed my name from Safik Ahmad to Safiq Ahmed.

[1879-1]

eSa Ñ". lkxj qki R;kgh o/ ;kapk eqyxk fuokfgrk dq ua 194] 'kkL=huxj] eusyk jkT; paMhx<+ ;sFkhy dk uko cnyqu Ñ". lkj[kfy;k gksbZy

[1880-1]

I, Rakesh Kumar S/o Vasudev Singh Bakshi R/o House No. 3216, Paradise Enclave, Sector 50-D, Chandigarh, have changed my name to Rakesh Kumar Bakshi.

[1881-1]

I, Karanvir Son of Yoginder Singh, Resident of House no. 5601, Maloya Colony, Maloya, Chandigarh, have changed my name from Karanvir to Karanvir Singh.

[1882-1]

eSa Priyanka iRuh Ashwani Kumar fuokfgrk dq ua 145] dkyksuh kp aMhx<+ ;sFkhy dk uke cnyqu Priyanka lsa Prinka Devi j[kfy;k gksbZ

[1883-1]

I, Dimple W/o Ashwani Kumar R/o H. No. 1730, Sector 34-D, Chandigarh, has changed my name to Dimple Rani.

[1884-1]

I, Harjinder Singh Bajwa S/o Lakhwinder Singh R/o House No. 1, Fire Station, Sector 17, Chandigarh, have changed my name from Harjinder Singh Bajwa to Harjinder Singh.

[1885-1]

I, Rajni W/o Vinod Chander R/o House No. 54-A, New Police Line, Sector-26, Chandigarh, have changed my name to Rajni Bhatt.

[1886-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."

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